

Prior Art Rejection

Claims 2-4, 6-10, 14-16, and 21-29 stand rejected under 35 U.S.C. § 102 as being anticipated by *Flowers, Jr. et al.* (U.S. Patent 5,533,174, hereinafter "*Flowers*"). This rejection is respectfully traversed.

Independent claim 21 is directed to a font sharing system in which data can be communicated between a client computer and a server. According to the font sharing system of claim 21, the client computer comprises: means for selecting a font; font preview data storage determination means for determining whether font preview data, which is for displaying a representative character having a font selected by the font selecting means, has been stored; display control means for controlling a display device so as to display, on a display screen, the representative character represented by the font preview data in response to a determination by the font preview data storage determination means that the font preview data has been stored; and means for transmitting to the server a request to transmit the font preview data in response to a determination by the font preview data storage determination means that the font preview data has not been stored. Furthermore, according to the font sharing system of claim 21, the server includes font preview data transmitting means for transmitting the font preview data to the client computer in response to the font preview data transmission request transmitted from the client computer.

Flowers discloses a network font server which allows a user to select a desired font by accessing a list of font catalogs, a list of font families, and a list of font families in various catalogs. See e.g., col. 3, lines 16-30. In accordance with the network font server disclosed by *Flowers*, the user is able to request a font among a variety of fonts

supported by the font server and specify how a selected font is to be customized for the user's purposes.

In maintaining the prior art rejection of claims under 35 U.S.C. § 102 as being anticipated by *Flowers*, the Examiner states on page 3 of the Office Action that:

The examiner is not trying to teach the invention but is merely trying to teach the claim language in its broadest and reasonable meaning. The examiner will not interpret to read narrowly the claim language to read exactly from the specification, but will interpret the claim language in the broadest reasonable interpretation in view of the specification. Therefore, the examiner asserts that *Flowers* does teach or suggest the subject matter broadly recited in independent claims.

In reply, although Applicant recognizes that examiners give claims their broadest reasonable interpretation in light of the supporting disclosure during prosecution (as specified for example at MPEP § 2106), this guideline for examination does not permit disregarding words/limitations in the claims. In other words, "all words in a claim must be considered in judging the patentability of that claim against the prior art." MPEP § 2143.03, citing *In re Wilson*, 424 F.2d 1382, 1385, 165 USPQ 494, 496 (CCPA 1970). Furthermore, the broadest reasonable interpretation of a claim must be consistent with the interpretation that those skilled in the art would reach. MPEP § 2111, citing *In re Cortright*, 165 F.3d 1353, 1359, 49 USPQ2d 1464, 1468 (Fed. Cir. 1999).

In referring to how the features of independent claim 21 allegedly read on the font sharing system of *Flowers*, the Examiner states on page 2 of the Office Action that

Flowers clearly teaches a font sharing system in which data can be communicated between a client computer and a server, the client computer comprising ... font preview data storage determination means for determining whether font preview data, which is for displaying a representative character having a font selected by the font selecting means, has been stored (i.e., checking property lists and catalogs).... (emphasis added)

In view of the “i.e.” expression, it appears that the Examiner has interpreted the function performed by the font preview data storage determination means as covering “checking property lists and catalogs.” Applicant respectfully submits, however, that this assertion mischaracterizes the claim language which specifies the function performed by the font preview data storage determination means, and, thus, fails to fully consider the actual words used in the claim to define the invention and is inconsistent with the interpretation that those skilled in the art would reach. Checking a property list or catalog, as defined in *Flowers*, is not the same function as “determining whether font preview data, which is for displaying a representative character having a font selected by the font selecting means, has been stored.”

“A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described in a single prior art reference.” See MPEP § 2131, quoting *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). In the rejection, the asserted rejection of claim 21 is based on a mischaracterization of at least the above-identified feature of the claim and, thus, fails to establish that *Flowers* anticipates each and every element of claim 21 as set forth therein. If this rejection is maintained, Applicant respectfully requests that the Examiner provide more detail on how a feature of “checking property lists and catalogs” in the reference is the same as “determining whether font preview data, which is for displaying a representative character having a font selected by the font selecting means, has been stored.”

The asserted grounds of rejection fails to establish anticipation of independent claims 23, 25, 26, and 28 based on the reasoning set forth above. Furthermore, regarding independent claims 24, 27, and 29, Applicant fails to find any teaching in

Flowers of a server retrieving font preview data in response to a request received from a client computer. Furthermore, dependent claims 2-4, 6-10, 14-16, and 22 are allowable for depending from an allowable base claim, as well as on their own merits.

In view of the above, Applicant respectfully requests reconsideration and withdrawal of the asserted rejection under 35 U.S.C. § 102.

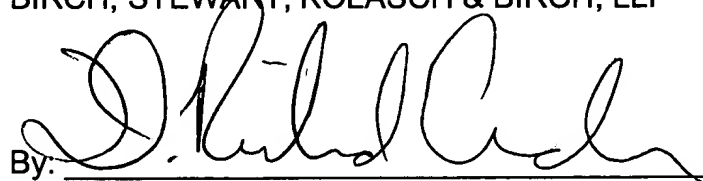
CONCLUSION

Should there be any outstanding matters that could be resolved in the present application, we respectfully request the Examiner to contact the undersigned at (703) 205-8000, to conduct an interview in an effort to expedite prosecution in connection with the present application.

If necessary, the Commissioner is hereby authorized in this, concurrent, and further replies, to charge payment or credit any overpayment to Deposit Account No. 02-2448 for any additional fees required under 37 C.F.R. § 1.16 or under 37 C.F.R. § 1.17; particularly, extension of time fees.

Respectfully submitted,

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